

# Exhibit M-O

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----x

DAVID AGOADO, LEEANN MCNALLY, CRAIG  
MOORE, CHRIS PIERRE, THOMAS SHARKEY,  
MADGE SHIPMAN, and DOREEN VAZQUEZ,  
individually and on behalf of all  
others similarly situated,  
Plaintiffs,

-against-

MIDLAND FUNDING, LLC, MIDLAND  
FUNDING, LLC. doing business in  
New York as MIDLAND FUNDING OF  
DELAWARE, LLC, and MIDLAND  
CREDIT MANAGEMENT, INC.,  
Defendants.

-----x

5036 Jericho Turnpike  
Commack, New York

May 14, 2015  
10:27 a.m.

Examination Before Trial of the  
Plaintiff, DOREEN VAZQUEZ, pursuant to Order,  
before CINDY A. AFANADOR, a Notary Public of  
the State of New York.

CINDY AFANADOR COURT REPORTING, INC.  
516-491-2694  
www.cindycourtreporting.com

1 Doreen Vazquez  
2 D O R E E N V A Z Q U E Z, called as a  
3 witness, having been duly sworn by a  
4 Notary Public, was examined and  
5 testified as follows:  
6

7 THE COURT REPORTER: Please state  
8 your full name for the record.

9 THE WITNESS: Doreen Vazquez.

10 THE COURT REPORTER: What is your  
11 address?

12 THE WITNESS: 123 Browns Road,  
13 Nesconset, New York 11767.  
14

15 EXAMINATION BY

16 MR. ARLEO:

17 Q. Good morning, Ms. Vazquez. My  
18 name is Robert Arleo. I am an attorney and I  
19 represent Rubin & Rothman, a defendant named  
20 in this lawsuit.

21 My client is in this lawsuit  
22 based on allegations by you and another  
23 plaintiff, Chris Pierre, concerning attempts  
24 to collect certain debt.

25 Have you ever been deposed

1 Doreen Vazquez

2 A. No.

3 Q. In 2011, did your parents give  
4 you any money?

5 MR. BIANCO: Objection to the  
6 form of the question.

7 A. No.

8 Q. You filed this lawsuit against  
9 Rubin & Rothman; can you tell me the general  
10 basis of why you've sued my client?

11 MR. BIANCO: I'm going to  
12 interpose an objection on privilege  
13 ground here and just caution you not to  
14 discuss anything that we've discussed  
15 and I've spoken to you about about the  
16 legal ramifications of this case, legal  
17 basis of this case. Factually, from  
18 your own knowledge, you are certainly  
19 permitted to talk about that.

20 A. It came to my attention that I  
21 had a basis to sue based on certain practice  
22 when it was filed against me for the  
23 collection.

24 Q. When you say "when it was filed  
25 against me," what do you mean?

1 Doreen Vazquez

2 A. Well, through the period of time  
3 that I had received notices or whatever from  
4 Rubin & Rothman, I felt I didn't have any  
5 recourse. I felt I owed the debt and I was  
6 going to have to pay it. I didn't know I had  
7 anything -- options open to me to bring this  
8 up.

9 Q. So when you say you owed the  
10 debt, what debt are you talking about?

11 MR. BIANCO: Objection to the  
12 form of the question.

13 A. From the original credit card  
14 from Chase.

15 Q. Okay.

16 And when did you learn that you  
17 had a basis to bring this lawsuit?

18 MR. BIANCO: Same objection.

19 Discussing when you learned is  
20 fine, just please stay away from  
21 content --

22 Q. I don't want to know any  
23 conversations you had with your attorney.

24 MR. BIANCO: When you found out  
25 is perfectly fine.

1 Doreen Vazquez

2 Q. Now, you understand that you are  
3 suing my client because they attempted to  
4 collect a debt from you?

5 MR. BIANCO: Objection.

6 Again, I am going to interpose a  
7 privilege objection.

8 Your understanding -- if your  
9 understanding is independent of my legal  
10 advice or Alan's legal advice, you can  
11 answer. If it's subject to what I've  
12 explained to you about the law, then I  
13 instruct you not to answer.

14 Q. Go ahead.

15 A. I choose not to answer.

16 Q. Okay, well, on the record, you  
17 are alleging that you are a representative of  
18 a class -- is it your understanding this is a  
19 class action lawsuit?

20 A. Yes.

21 Q. Okay.

22 And do you understand that you  
23 have to demonstrate certain qualities to be  
24 certified as an adequate class representative?

25 A. Yes.

1 Doreen Vazquez

2 Q. Okay.

3 And what is your understanding of  
4 that, other than what your lawyers told you?

5 A. That there are many other people  
6 in the same circumstance as me.

7 Q. Okay.

8 And when you say same  
9 circumstances, what do you mean?

10 A. That owe a valid debt, but the  
11 way that it was to be collected was possibly  
12 not understood by these people or myself.

13 Q. Well, if you don't dispute that  
14 you owed the debt, how is it your -- do you  
15 have any understanding on how Rubin & Rothman  
16 should have collected it?

17 MR. BIANCO: Going to object  
18 again on privilege ground.

19 If you have independent  
20 knowledge, then you can answer. If your  
21 knowledge of the law and the legal basis  
22 of this case comes from me, then I would  
23 instruct you not to answer and I will  
24 just, for the record, note that there is  
25 a complaint on file.

1 Doreen Vazquez

2 MR. ARLEO: Right, that's the  
3 exact point. There is a complaint on  
4 file that is a public record.

5 Q. What in that complaint -- what  
6 are you claiming my client did wrong and what  
7 laws did they violate?

8 MR. BIANCO: Objection.

9 Counsel prepared that complaint.  
10 This is -- you are asking her legal  
11 basis out of a legal document that is a  
12 matter of public record. You could read  
13 it for yourself, Mr. Arleo.

14 MR. ARLEO: I respectfully --  
15 okay, how about this question:

16 Q. What is your understanding as to  
17 why my client violated laws and owes -- and is  
18 responsible for what you are claiming they  
19 did?

20 MR. BIANCO: Same objection.

21 If you have independent knowledge  
22 of exactly the laws that were broken and  
23 how, then that's fine.

24 DI If you relied on my advice or  
25 Alan's advice as to how those laws were



1 Doreen Vazquez

2 broken and why, I instruct you not to  
3 answer.

4 Q. Based upon what your counsel just  
5 told you, do you not have an understanding of  
6 what laws you have alleged my client violated?

7 MR. BIANCO: Yes or no, whether  
8 you have an understanding or not.

9 I instruct you not to discuss the  
10 basis or the circumstances around that.  
11 It's a yes or no question.

12 You can answer that.

13 A. No, I don't.

14 Q. You don't understand the legal  
15 basis for the claims that you have brought  
16 against my client?

17 A. Not the legal basis, no.

18 Q. What basis do you understand?

19 A. I understand just that I owe the  
20 original debt --

21 Q. Okay.

22 A. -- from Chase.

23 Q. Okay.

24 A. That's it.

25 Q. Then why did you sue my client?

1 Doreen Vazquez

2 A. It was brought to my attention  
3 that the way it went about, the collection was  
4 not proper.

5 Q. Okay.

6 And how was it not proper?

7 MR. BIANCO: Objection.

8 Interpose again a privilege  
9 objection. If you have independent  
10 knowledge of how it was improper, you  
11 can answer.

12 If you are relying upon me or  
13 Alan to explain to you how it is  
14 improper, then I instruct you not to  
15 answer.

16 A. Okay, I will not answer.

17 Q. You refuse to answer that?

18 A. I refuse to answer.

19 MR. BIANCO: On advice of  
20 counsel.

21 MR. ARLEO: The record reflects  
22 that.

23 Q. Did you get served with a Summons  
24 and Complaint in the lawsuit that Rubin &  
25 Rothman brought against you for that credit

1 Doreen Vazquez

2 card debt?

3 MR. BIANCO: Objection to the  
4 form of the question.

5 A. Yes.

6 Q. What did you do when you got  
7 served with that?

8 MR. BIANCO: Objection to the  
9 form of the question.

10 A. Figured I'm going to have to pay  
11 it.

12 Q. Because you owed it?

13 A. I owed --

14 MR. BIANCO: Objection to the  
15 form of the question.

16 You can answer.

17 A. -- the original debt, yes, from  
18 Chase.

19 Q. Okay.

20 Do you claim you owe that money  
21 now to anyone?

22 MR. BIANCO: Objection to the  
23 form of the question.

24 MR. ARLEO: Withdrawn.

25 Q. Based upon that Chase debt that

1 Doreen Vazquez  
2 you admit you owed, and can we say it was in  
3 excess of \$10,000?

4 MR. BIANCO: Objection to the  
5 form of the question.

6 You can answer.

7 A. Yes.

8 Q. Okay.

9 Are you responsible to pay that  
10 money to anyone now?

11 MR. BIANCO: Objection to the  
12 form of the question.

13 A. It is being paid.

14 Q. You are paying that debt?

15 A. Yes.

16 Q. Who are you paying it to?

17 MR. BIANCO: Objection to the  
18 form of the question.

19 A. It's a -- it's being paid to the  
20 sheriff.

21 Q. Okay.

22 Are your wages being garnished?

23 A. Yes.

24 Q. How much of your wages are being  
25 garnished?

1 Doreen Vazquez

2 A. Biweekly, \$238.

3 Q. Okay.

4 And do you know where that money  
5 is going?

6 A. I do not.

7 Q. Now, so you did possess a credit  
8 card issued by Chase Bank USA NA?

9 A. Yes.

10 Q. Do you remember when that card  
11 was issued?

12 A. No.

13 Q. Did you use that card?

14 A. Yes.

15 Q. And what did you use the card  
16 for?

17 A. I don't remember specifically.

18 Q. Okay.

19 General purchases and gas,  
20 restaurants, things like that?

21 A. Probably, yes.

22 Q. And how did you make payments on  
23 that card?

24 MR. BIANCO: Objection to the  
25 form of the question.

1 Doreen Vazquez

2 Now, you understand in this  
3 lawsuit you may have to go in front of a jury  
4 and explain the basis for your claim against  
5 my client?

6 MR. BIANCO: Objection to the  
7 form of the question.

8 Q. Do you understand that?

9 A. Yes.

10 Q. Okay.

11 You've testified here today that  
12 you did owe that money to Chase?

13 MR. BIANCO: Objection to the  
14 form of the question.

15 A. Yes.

16 Q. Okay.

17 Were you concerned about what  
18 would happen to your credit if you didn't pay  
19 your Chase card?

20 A. Yes.

21 Q. Okay.

22 Did any -- to your knowledge, did  
23 any negative effect come to your credit  
24 because of the judgment entered against you?

25 A. I don't know.

1 Doreen Vazquez

2 Q. Are you claiming that Midland  
3 Funding cannot prove that they purchased your  
4 debt from Chase?

5 MR. BIANCO: Objection to the  
6 form of the question, and I'm  
7 interposing a privilege objection.

8 If you have knowledge independent  
9 of your conversations with me about the  
10 legal basis for your claims in the  
11 complaint, then you can discuss them.

12 DI If it comes directly from me, I  
13 instruct you not to answer.

14 A. I will not answer.

15 Q. Okay.

16 Ms. Vazquez, I'm going to show  
17 you your Second Amended Class Action  
18 Complaint; have you ever read this?

19 A. Yes.

20 Q. Okay.

21 When did you read it?

22 A. Within the past year.

23 Q. Okay.

24 To your knowledge, did you read  
25 this before this was filed in court by your

1 Doreen Vazquez  
2 something bad when they filed that complaint?

3 MR. BIANCO: Yes or no question.

4 A. Yes.

5 Q. And what did they do bad?

6 MR. BIANCO: Objection.

7 DI Instruct you not to answer.

8 MR. ARLEO: I don't want  
9 legalese.

10 Q. Give me your general  
11 understanding of what my client did bad when  
12 they sued you for a debt that you admit was  
13 owed?

14 MR. BIANCO: You've already asked  
15 and answered would be the objection.

16 If you want to explain it one  
17 more time.

18 MR. ARLEO: I didn't frame it in  
19 the words of good or bad. I said bad,  
20 so now she said yes. Okay, what was  
21 bad?

22 MR. BIANCO: General  
23 understanding?

24 Q. Every day, you don't have to tell  
25 me law or anything.



1 Doreen Vazquez

2 A. I can't -- I'm not capable to  
3 specify.

4 Q. Yet you've sued my client.  
5 Okay.

6 Is one of the reasons why it was  
7 bad because Midland Funding really doesn't own  
8 that Chase debt; could that be one of the  
9 reasons?

10 MR. BIANCO: Objection.

11 Again, it's the same objection  
12 over and over again.

13 MR. ARLEO: You can object.

14 MR. BIANCO: The complaint is --  
15 on the record, my client is sitting here  
16 to answer general questions.

17 You are invading specifically  
18 upon lawyer-client privilege about the  
19 statute in place and how they were  
20 violated.

21 MR. ARLEO: Didn't ask about  
22 statutes. I said bad, in everyday  
23 terminology. I didn't say give me a  
24 legal recitation what's in this  
25 complaint.

1 Doreen Vazquez

2 quick break?

3 MR. ARLEO: Sure.

4 We can take a break.

5 (Recess taken.)

6 (RR Exhibit 1, Document Bates  
7 stamped R&R 000100, marked for  
8 identification.)

9 Q. Ms. Vazquez, can you take a look  
10 at what's a letter dated January 5, 2011, it's  
11 been marked as RR1 (handing)?

12 Just been handed to you. Could  
13 you read that, please, to yourself, and then  
14 let me know when you are finished?

15 A. (Witness reviewing.)

16 Okay.

17 Q. Have you ever seen that letter  
18 before?

19 A. I don't remember.

20 Q. Okay.

21 A. I don't recall.

22 Q. That's your address, 123 Browns  
23 Road, Nesconset?

24 A. Yes.

25 Q. Okay.

1 Doreen Vazquez

2 So you do not recall receiving  
3 this letter?

4 A. I don't recall, no.

5 Q. Have you read the -- look at the  
6 top, says current creditor, Midland Funding,  
7 LLC, doing business in New York as Midland  
8 Funding of Delaware, LLC. That says current  
9 creditor. What is your understanding of that  
10 statement, if any?

11 MR. BIANCO: Objection to the  
12 form of the question.

13 You can answer.

14 A. I don't know.

15 Q. Okay.

16 And it said original creditor,  
17 Chase. Amount of debt 10,437.72.

18 Could that be your credit card,  
19 your Chase credit card?

20 MR. BIANCO: Objection to the  
21 form of the question.

22 A. Possibly, yes.

23 Q. And as you read this, can you  
24 decipher from this letter that Chase is no  
25 longer a creditor?

1 Doreen Vazquez

2 And what did you do, if anything,  
3 when you got this lawsuit?

4 A. Nothing.

5 Q. Did you call an attorney?

6 A. No.

7 Q. And is there a reason why you  
8 didn't do anything?

9 MR. BIANCO: Objection to the  
10 form of the question.

11 You can answer.

12 A. I didn't think I had anything  
13 open to me.

14 Q. Okay.

15 And when you say open to you,  
16 what would that mean?

17 A. As far as challenging it or I  
18 figured it says Chase, I owe it to them.

19 Q. Okay.

20 So you thought you owed this  
21 money?

22 A. To Chase, yeah.

23 Q. Okay.

24 So would you say here that the  
25 wrong person was named as a defendant in this

1 Doreen Vazquez

2 A. (Witness reviewing.)

3 Q. While she's reading it, it's  
4 marked Affidavit of Service and in the same  
5 lawsuit referenced in the previous Summons and  
6 Complaint given to her.

7 Do you recall being served with  
8 this Summons and Complaint on March 5, 2011?

9 MR. BIANCO: Objection to the  
10 form of the question.

11 A. Yes.

12 Q. So this was -- so this is an  
13 affidavit of what happened that day?

14 A. Yes.

15 MR. BIANCO: Objection.

16 Q. Okay.

17 MR. ARLEO: This is 6.

18 (RR Exhibit 6, Document Bates  
19 stamped R&R 000111, marked for  
20 identification.)

21 Q. Ms. Vazquez, if you could take a  
22 look at that, it's marked as RR 6, a letter  
23 dated April 1st, 2011 --

24 A. (Witness reviewing.)

25 Q. -- addressed to you.

1 Doreen Vazquez

2 Do you recall receiving this  
3 letter?

4 A. No.

5 Q. Do you recall receiving any  
6 letters from Rubin & Rothman prior to the time  
7 you were served with that Summons and  
8 Complaint?

9 A. Yes, but exactly what was in  
10 them, I don't recall.

11 Q. Okay.

12 So when you got those letters  
13 from Rubin & Rothman, what did you do --

14 MR. BIANCO: Objection to the  
15 form of the question.

16 Q. -- if anything? Did you do  
17 anything when you got those letters?

18 A. No.

19 Q. Okay.

20 Did you dispute the claim that  
21 was set forth in those letters?

22 MR. BIANCO: Objection to the  
23 form of the question.

24 A. No.

25 Q. So would it be safe to presume

1 Doreen Vazquez  
2 that this was one -- this could have been one  
3 of those letters that you received from my  
4 client although you don't remember  
5 specifically this exact one?

6 A. Yes.

7 Q. So then I would say if you don't  
8 remember anything --

9 MR. ARLEO: RR 7, please.

10 (RR Exhibit 7, Document Bates  
11 stamped R&R 000113, marked for  
12 identification.)

13 MR. ARLEO: While Ms. Vazquez is  
14 reading that, it's been marked as RR 7.  
15 It's a letter dated May 5, 2011 from --  
16 I'm sorry, addressed to Doreen Vazquez.

17 Q. And while you are reading that,  
18 Ms. Vazquez, this is another settlement  
19 discount letter, so as you sit here today,  
20 if -- do you recall any settlement offer  
21 letters from Rubin & Rothman?

22 A. No.

23 Q. Okay.

24 MR. ARLEO: Next exhibit.

25 (RR Exhibit 8, Affidavit of Susan

1 Doreen Vazquez

2 Rasmussen, marked for identification.)

3 Q. Now, what I would like to do on  
4 this one, Ms. Vazquez, is, I am going to read  
5 verbatim what is in this and ask you of your  
6 understanding. It says Affidavit of Susan  
7 Rasmussen. And Susan Rasmussen's business  
8 address is an address in Minnesota. She is a  
9 legal specialist "and have access to account  
10 records from Midland Credit Management,  
11 servicer of this account," meaning the  
12 plaintiff -- defendant, on behalf of the  
13 plaintiff.

14 She alleges she's competent and  
15 she makes a statement on personal knowledge.  
16 She is claiming that Midland Funding,  
17 plaintiff set forth, is the current owner of  
18 your Chase account.

19 Okay.

20 If you go to the end where she  
21 signed this, it's signed May 19, 2011.

22 Would you say that that statement  
23 is true or false or --

24 MR. BIANCO: Objection.

25 Q. Or if you can't say true or



1 Doreen Vazquez

2 false, say I can't say true or false.

3 MR. BIANCO: Objection to the  
4 form of the question.

5 Q. Just stick with paragraph 1.

6 A. (Witness reviewing.)

7 True.

8 Q. So you would agree with that?

9 A. Based on what I am reading.

10 Q. Well, okay.

11 A. Yes.

12 Q. So based upon what you just read  
13 in paragraph 1, you would agree that that is a  
14 true statement?

15 MR. BIANCO: Objection to the  
16 form of the question.

17 A. Yes.

18 Q. Okay.

19 Go to paragraph 3 on the second  
20 page, it says, "The account shows defendant  
21 owed a balance of 10,430 as of 2011, one, two  
22 and interest at a rate of 9 percent as  
23 annual."

24 Does that number accurately  
25 reflect what you owed to Chase on your Chase

1 Doreen Vazquez

2 card?

3 MR. BIANCO: Objection to the  
4 form of the question.

5 Q. Or somewhere near that?

6 A. Yes.

7 Q. Okay.

8 So you are not challenging those  
9 two things that were said by this woman in  
10 this document?

11 MR. BIANCO: Objection to the  
12 form of the question.

13 A. That I owed Chase that, no.

14 Q. Well, no, how about paragraph 1,  
15 that the plaintiff Midland Funding, LLC doing  
16 business in New York as Midland Funding of  
17 Delaware was the new owner of that account?

18 MR. BIANCO: Objection to the  
19 form of the question.

20 Q. I'm sorry, had been assigned that  
21 account?

22 MR. BIANCO: Same objection.

23 Objection to the form of the  
24 question.

25 A. Yes.

1 Doreen Vazquez

2 Q. Okay.

3 MR. ARLEO: Nine.

4 (RR Exhibit 9, Chase statement  
5 4/17/09 through 5/16/09, marked for  
6 identification.)

7 Q. Go to page 2, because page 2 is a  
8 blowup of 1. Two and 3 is a bigger blowup of  
9 1. I just want to include the entire 1. I  
10 couldn't get it on 2.

11 MR. BIANCO: Before you start to  
12 question on that, I want to make note  
13 that the Bates number on at least the  
14 record copy is not clear. It looks like  
15 it's been smudged out.

16 I don't know if you have that  
17 with you, if you want to read that into  
18 the record. Not a big deal, just wanted  
19 to make note of that. The record copy  
20 doesn't show a clear Bates number.

21 Q. Have you had a chance to look at  
22 that, Ms. Vazquez?

23 A. Yes.

24 Q. Can you describe what that is?

25 A. Look like a photocopy of a

1 Doreen Vazquez

2 statement.

3 Q. Okay.

4 And is that your name up top with  
5 Nesconset and your street address blocked out?

6 A. Yes.

7 Q. It says Cardmember Service; would  
8 this be a depiction of the billing statements  
9 that you received from Chase concerning the  
10 credit card?

11 MR. BIANCO: Objection to the  
12 form of the question.

13 A. Looks like possibly, yeah. It's  
14 a long time ago.

15 Q. Okay.

16 Why did you bring this as a class  
17 action?

18 MR. BIANCO: Objection to the  
19 form of the question.

20 If you understand the question.

21 I just caution you not to disclose  
22 privileged information, but if you want  
23 to -- you can discuss the fact that this  
24 is a class action.

25 A. Well, a lot of other people are

1 Doreen Vazquez

2 in the same boat as me.

3 Q. When you say "same boat," what  
4 boat is that?

5 A. Owe a debt and the manner in  
6 which it was brought against them for  
7 collection was not proper.

8 Q. And why was it not proper? Not  
9 legalese. Why was it bad?

10 MR. BIANCO: I am going to object  
11 to the extent that you can discuss it  
12 generally, just don't discuss specifics.

13 MR. ARLEO: I think we already  
14 made it clear to her I don't want any  
15 legalese or anything your lawyer told  
16 you.

17 Q. I just want every day and not to  
18 be insulting or anything, just make it clear,  
19 so it's -- I am going to use the word bad.  
20 Why was it bad what my client did?

21 MR. BIANCO: You can answer the  
22 question.

23 A. The way I understand it is that  
24 the proper documentation was not obtained to  
25 collect.

1 Doreen Vazquez

2 Q. And when you say "documentation,"  
3 what do you mean by that; what is your  
4 understanding of documentation?

5 MR. BIANCO: I am going to object  
6 to the extent if it's directly derived  
7 of communications with me on what is  
8 legally sufficient, then I would  
9 instruct you not to answer. Generally,  
10 again, you can discuss --

11 A. Okay, I will not answer then.

12 Q. Do you know who the members of  
13 your class are?

14 MR. BIANCO: Objection to the  
15 form of the question.

16 A. Who they are?

17 Q. Yes.

18 MR. BIANCO: Are you admitting we  
19 have a class?

20 MR. ARLEO: Putative class.

21 Q. Who are the members of the  
22 alleged putative presently uncertified --

23 A. I don't know their names.

24 Q. Do you know where they live?

25 A. No.

1 Doreen Vazquez

2 Q. Would they live outside of  
3 New York?

4 A. I don't know.

5 Q. Are class members located in  
6 California in this lawsuit?

7 MR. BIANCO: Objection to the  
8 form of the question.

9 A. I don't know.

10 Q. Are they located in Florida?

11 A. I don't know.

12 Q. Are they located in Michigan?

13 A. I don't know.

14 Q. So you don't know?

15 A. I don't know where any of them  
16 live.

17 Q. Okay.

18 Would you agree to settle this  
19 lawsuit on an individual basis if my client  
20 offered a settlement to you?

21 MR. BIANCO: Objection to the  
22 form of the question.

23 DI I believe that's an improper  
24 question. I will instruct you not to  
25 answer.

1 Doreen Vazquez  
2 claiming privilege.

3 MR. BIANCO: Right, unless I am  
4 claiming a privilege, I am not going to  
5 instruct her not to answer. It's  
6 improper and I won't do it.

7 Again, any objection that I make  
8 and I believe we went over this already,  
9 unless it's a privilege objection and I  
10 specifically tell you not to answer, you  
11 should answer.

12 Q. Okay.

13 Now, do you know what documents  
14 they would need to support this claim?

15 MR. BIANCO: Objection.

16 You could answer.

17 A. No.

18 Q. But you are saying they could  
19 never get the documents that you don't know  
20 what they would need to prove?

21 MR. BIANCO: Objection to the  
22 form of the question.

23 You can answer.

24 A. No, I am not certain of what they  
25 need.



1 Doreen Vazquez

2 Q. Okay.

3 Can you go back to RR 9?

4 A. (Witness complying.)

5 Q. If you look at RR 9, which is, as  
6 you testified, you believe that looks like a  
7 billing statement, okay. Looking at that  
8 Chase billing statement, coupled with the  
9 claim that Midland could never get documents  
10 from Chase, now that you have looked at that,  
11 do you still make that claim?

12 MR. BIANCO: Objection to the  
13 form of the question.

14 This looks like it could be a  
15 statement from them.

16 Q. From Chase?

17 A. Yes.

18 Q. Okay.

19 And if Midland got that Chase  
20 statement concerning you and your account, do  
21 you still assert that Midland could not get  
22 any documents from Chase?

23 MR. BIANCO: Objection to the  
24 form of the question.

25 A. No.

1 Doreen Vazquez

2 Q. So you have changed your belief  
3 now regarding the assertion?

4 A. Well, this looks like a statement  
5 from them.

6 Q. Right.

7 Do you believe that that was  
8 created by someone to trick you?

9 A. No. I am saying I don't recall  
10 seeing this, so...

11 Q. Now that you see it now --

12 A. Well, it's a photocopy, so...

13 Q. But that is a Chase statement,  
14 isn't it?

15 MR. BIANCO: Objection.

16 A. It looks like.

17 Q. So you've already answered.

18 Thank you.

19 Had you answered that State Court  
20 lawsuit that Rubin & Rothman brought against  
21 you, and you can say yes or no, just your  
22 understanding, and if you appeared in there by  
23 answering it in court, would Rubin & Rothman  
24 have the right to put you in a deposition just  
25 like this?

1 Doreen Vazquez

2 We did 7. Now go to paragraph 9.

3 A. (Witness complying.)

4 Q. How did Rubin & Rothman fail to  
5 conduct a reasonable investigation as to the  
6 facts that were alleged in that lawsuit they  
7 brought against you?

8 MR. BIANCO: Objection to the  
9 form of the question.

10 A. I don't know.

11 Q. Okay.

12 Well, you said that they failed  
13 to do something. They failed to conduct a  
14 reasonable investigation as to the facts that  
15 they put in that lawsuit against you. Did  
16 they do something bad by doing that?

17 MR. BIANCO: Objection to the  
18 form of the question.

19 Asked and answered.

20 MR. ARLEO: I didn't say the word  
21 bad. Now I'm saying bad.

22 Q. Was that a bad thing for my  
23 client to do?

24 A. I don't know.

25 Q. You don't know.

1 Doreen Vazquez

2 So how did you know that Midland  
3 cannot obtain any documents?

4 MR. BIANCO: Objection to the  
5 form of the question.

6 Q. What is the basis -- what is your  
7 understanding of the claim in this lawsuit  
8 that Midland could never obtain any documents  
9 to prove that you owed money?

10 MR. BIANCO: Objection to the  
11 form of the question.

12 You can answer.

13 A. It was discussed with my  
14 attorneys.

15 Q. So because you discussed it with  
16 your attorneys, you are electing not to  
17 answer?

18 A. Yes.

19 Q. Okay.

20 Go to paragraph 10.

21 A. (Witness complying.)

22 Q. The judgment that was entered  
23 against you, is that for the wrong amount of  
24 money to your belief?

25 MR. BIANCO: Objection to the

1 Doreen Vazquez

2 form of the question.

3 I don't see a number in 10. Are  
4 you referencing something else?

5 MR. ARLEO: No, paragraph 10 says  
6 that Midland's practice of deliberately  
7 obtaining, all the while knowing -- hang  
8 on.

9 Oh, for the wrong amount of  
10 money. "Creditors frequently secure  
11 default judgments for the wrong amount  
12 of money or even against the wrong  
13 party."

14 Q. Did my client obtain a judgment  
15 against a wrong party when they sued you?

16 MR. BIANCO: Objection to the  
17 form of the question.

18 You can answer.

19 A. I don't believe so.

20 Q. Did my client obtain a judgment  
21 for a wrong amount of money when they sued  
22 you?

23 MR. BIANCO: Objection to the  
24 form of the question.

25 You can answer.

1 Doreen Vazquez

2 A. No.

3 Q. Okay.

4 Paragraph 11?

5 A. (Witness reviewing.)

6 Q. Describe how you are an  
7 unprotected consumer.

8 MR. BIANCO: Objection to the  
9 form of the question.

10 You can answer, if you know.

11 A. I don't know.

12 Q. You don't know.

13 Okay.

14 This complaint was filed in your  
15 name?

16 A. Um-hum.

17 Q. Okay.

18 Okay.

19 Why is it improper to sue a  
20 working person?

21 MR. BIANCO: Objection to the  
22 form of the question.

23 Q. Well, I will go to paragraph 10,  
24 okay.

25 MR. SCHWARTZ: 11?

1 Doreen Vazquez

2 Q. Okay.

3 If you go to paragraph 48,  
4 please?

5 A. (Witness complying.)

6 Q. You can read paragraph 48 to  
7 yourself.

8 A. (Witness complying.)

9 Q. Do you know what a robosigned  
10 affidavit is?

11 A. No.

12 Q. Has anyone explained to you what  
13 that is?

14 MR. BIANCO: Objection to the  
15 form of the question.

16 A. No.

17 Q. Are you a low-income New Yorker  
18 struggling to support a family?

19 MR. BIANCO: Objection to the  
20 form of the question.

21 Asked and answered.

22 You can answer.

23 Q. Ms. Vazquez, you have combined  
24 income of \$130,000?

25 MR. BIANCO: She's thinking

1 Doreen Vazquez

2 A. Twice.

3 Q. Are there any lawyers in your  
4 family?

5 A. No.

6 Q. Any lawyer friends?

7 A. No.

8 Q. Other than your lawyers here?

9 A. No.

10 Q. Okay.

11 Go to paragraph 62.

12 A. (Witness complying.)

13 Q. What expenses have you incurred  
14 as a result of the judgment Rubin & Rothman  
15 received?

16 I believe you testified garnished  
17 wages?

18 MR. BIANCO: Objection to the  
19 form of the question.

20 Q. How about any bank accounts  
21 attached, I'm sorry, seized, did they get your  
22 bank accounts?

23 A. No.

24 Q. Just wage garnishment, okay.

25 Go to paragraph 86, please.



1 Doreen Vazquez

2 A. (Witness complying.)

3 Q. If you look at -- second  
4 sentence, "Upon information and belief,  
5 neither Midland, nor defendant Rubin & Rothman  
6 made a reasonable effort to verify  
7 Ms. Vazquez's purported debt before harassing  
8 her or before filing suit."

9 How did Rubin & Rothman harass  
10 you?

11 MR. BIANCO: Objection to the  
12 form of the question.

13 You can answer.

14 A. There were phone calls, you know,  
15 multiple phone calls.

16 Q. Okay.

17 Did you ever pick up the phone  
18 and talk to them?

19 A. It was during the day when I was  
20 at work.

21 Q. How did you know it was Rubin &  
22 Rothman?

23 A. They identified themselves.

24 Q. Okay.

25 Did they ever call you at night?

1 Doreen Vazquez

2 A. Not that I recall.

3 Q. Have you ever spoken to anyone at  
4 Rubin & Rothman?

5 A. No.

6 Q. Ever bother you on the weekends?

7 A. Not that I recall.

8 Q. Call you early in the morning  
9 before you go to work?

10 A. No.

11 Q. Cause your telephone to keep  
12 ringing so you have to hang up, they would  
13 call you back?

14 A. No, the machine will pick it up  
15 during the day.

16 Q. Go to entertainment shows?

17 MR. BIANCO: Objection to the  
18 form of the question.

19 You can answer.

20 A. No.

21 Q. Concerts?

22 A. Rarely.

23 Q. When was the last concert you  
24 went to besides Paul McCartney?

25 A. That was probably the last one I

1 Doreen Vazquez

2 A. Yes.

3 Q. Okay.

4 Now, where it says "alleged  
5 debtors," do you mean -- let me ask you this:  
6 What -- do you have, as we sit here today, do  
7 you have any facts through your own knowledge,  
8 not through -- not legal issues, but any facts  
9 that Midland obtained the default judgment  
10 against you without sufficient proof of the  
11 assignments of the debt to Midland?

12 MR. BIANCO: Objection to the  
13 form of the question.

14 You can answer.

15 A. Me personally?

16 Q. Yes. Sure.

17 A. No.

18 Q. Okay.

19 Now, and I will change one word.  
20 I am going to ask the same question. As you  
21 sit here today, factually, I am asking for  
22 your factual, your understanding, factual  
23 basis, okay, are you aware that Midland  
24 obtained the default judgment against you  
25 without sufficient proof of the existence of

1 Doreen Vazquez

2 Q. So that document, and I will let  
3 you know, that document was provided by  
4 Midland Credit Management, okay.

5 Is that the kind of document that  
6 you are thinking is required for them to bring  
7 a lawsuit against you?

8 MR. BIANCO: Objection to the  
9 form of the question.

10 You can answer.

11 A. I really don't know.

12 Q. So you don't know what documents,  
13 you just believe that there weren't sufficient  
14 documents?

15 A. Yes.

16 Q. And that's because of  
17 conversations with your attorneys?

18 A. Yes.

19 Q. Now, you were served with the  
20 Summons and Complaint in March of 2011,  
21 correct?

22 MR. BIANCO: In the Chase -- in  
23 the Midland v Vazquez action?

24 MR. SCHWARTZ: Right.

25 Q. In the Midland Funding/Vazquez

1 Doreen Vazquez

2 form.

3 She can answer.

4 A. Could you repeat that?

5 Q. Sure.

6 The paragraph -- the first  
7 sentence of the paragraph in 28 in the  
8 verified complaint says, "Midland abuses the  
9 court system by filing lawsuits for which they  
10 do not have proper evidentiary support."

11 And what I asked you was: Your  
12 knowledge, factually, do you have any facts  
13 within your knowledge as to whether that  
14 statement is true or false?

15 A. No.

16 Q. Okay.

17 Go to the next sentence, "Midland  
18 fails to take reasonable steps to ensure the  
19 validity of the debt and with no intention of  
20 obtaining evidence to prove its claims, but  
21 with the intention to intimidate or coerce  
22 debtors into payment or suffering a default  
23 judgement by falsely implying that it was  
24 willing to prove its claim in court."

25 Do you see that?

1 Doreen Vazquez

2 A. Um-hum.

3 Q. Do you believe that's an accurate  
4 statement?

5 MR. BIANCO: Objection to the  
6 form of the question.

7 You are asking her about her  
8 personal knowledge?

9 MR. SCHWARTZ: I'm asking if she  
10 thinks it's an actual statement based on  
11 her personal knowledge.

12 A. Based on my personal knowledge,  
13 not what has been discussed with my attorneys.

14 Q. I don't want to hear anything  
15 discussed with your attorneys.

16 A. I don't know how to answer that.

17 Q. Well, perfect answer is if you  
18 don't know --

19 A. I don't know.

20 Q. One of the instructions I should  
21 have given you is it's a perfectly acceptable  
22 answer if you truly don't know an answer, I  
23 don't want you to guess. I'd rather you say I  
24 don't know.

25 A. Okay, I don't know.

1 Doreen Vazquez

2 Q. Okay.

3 Now, paragraph 29, it says, "At  
4 the time Midland purchases these alleged  
5 debts, Midland fails to give the alleged  
6 debtor any notice of assignment."

7 Do you see that?

8 A. Yes.

9 Q. Okay.

10 Do you believe that that is an  
11 accurate statement?

12 MR. BIANCO: Objection to the  
13 form of the question.

14 You can answer.

15 A. I don't know.

16 MR. SCHWARTZ: MCM 4.

17 (MCM Exhibit 4, October 30, 2010  
18 letter from Midland Credit Management,  
19 marked for identification.)

20 Q. Now, I'm handing you what's been  
21 marked MCM 4. It is an October 30, 2010  
22 letter from Midland Credit Management  
23 (handing).

24 A. (Witness reviewing.)

25 Q. Let me know when you have looked

1 Doreen Vazquez

2 through that.

3 A. (Witness reviewing.)

4 MR. SCHWARTZ: This isn't blown  
5 up. I think it will be helpful if we  
6 can mark this as MCM 5, that would be  
7 great.

8 (MCM Exhibit 5, Chase statement  
9 dated 4/17/09 through 5/16/09, marked for  
10 identification.)

11 Q. I'm also going to hand you and  
12 you have seen a copy of this, but it was  
13 blocked out, so I want to give you a clean  
14 copy. And unfortunately, I don't have the  
15 skill set to blow it up, but I'm showing you  
16 the Chase account number. I want you to take  
17 a look, but first I want you to, after you  
18 look at that focus on MCM 4, which is the  
19 Midland Credit Management October 30, 2010  
20 letter --

21 A. Um-hum.

22 Q. Let me know when you've looked  
23 through that.

24 A. (Witness reviewing.)

25 Q. Now, do you have any -- as we sit



1 Doreen Vazquez

2 here today, do you have any recollection of  
3 receiving any communications from Midland  
4 Credit Management?

5 A. I don't believe I ever saw this.

6 Q. Okay.

7 Now, you see at the top there,  
8 it's October 30, 2010 is the date on that?

9 A. Right.

10 Q. Was that before the collection  
11 action was filed against you?

12 A. I believe so.

13 Q. And you will see that it's got  
14 the name Doreen Vazquez, that's your name?

15 A. Yes.

16 Q. Of course, here we have the  
17 unredacted address and that is your mailing  
18 address, correct?

19 A. Yes.

20 Q. Okay.

21 And I just want to make sure the  
22 first paragraph is part of this. I think it's  
23 important, first it identifies up at the top  
24 there is a box. It identifies the original  
25 creditor. What does it identify the original

1 Doreen Vazquez

2 creditor as?

3 A. Chase.

4 Q. Okay.

5 And then you will see it says,  
6 "Dear Doreen -- " well, first of all it says  
7 in a box "Notice of New Ownership and  
8 Pre-Legal Review."

9 Do you see that?

10 A. Yes.

11 Q. Is that accurate?

12 MR. BIANCO: Objection to the  
13 form of the question.

14 Q. I mean am I accurately reciting  
15 what's in that box?

16 A. Yes.

17 Q. Under that it says, "Dear Doreen  
18 Vazquez."

19 Do you see that?

20 A. Yes.

21 Q. And the next part says, "Midland  
22 Funding, LLC recently purchased your Chase  
23 account and Midland Credit Management, Inc.  
24 ("MCM"), a debt collection company, is the  
25 servicer of this obligation."

1 Doreen Vazquez

2 Did I read that correctly?

3 A. Yes.

4 Q. I want to get your idea, what do  
5 you think that means?

6 MR. BIANCO: Objection to the  
7 form of the question.

8 You can answer.

9 A. Based on what I am looking at, it  
10 looks like they took over where Chase sold  
11 them or took over to try to collect the Chase  
12 debt.

13 Q. So just to make sure I  
14 understand, it looks like Midland Funding  
15 bought your Chase debt, okay, and that Midland  
16 Credit Management was collecting or servicing  
17 it; is that about right?

18 A. That's what it looks like, yes.

19 Q. I want you to look down to where  
20 it says payment coupon towards the bottom.

21 A. Yes.

22 Q. Do you see there is an original  
23 account number there, it's the second number?

24 MR. BIANCO: (Indicating.)

25 A. Yes.

1 Doreen Vazquez  
2 customer service records, customer dispute  
3 records or any facts, whatsoever having to do  
4 with the actual account under dispute."

5 Do you see that part of that  
6 sentence?

7 A. Yes.

8 Q. Did I read that accurately?

9 A. Yes.

10 Q. Okay.

11 Now, it says, "The debt is sold  
12 without the underlying debt contract."

13 With respect to your debt that  
14 was acquired by Midland Funding with Chase, as  
15 we sit here, are you aware of whether or not  
16 that account was sold from Chase to Midland  
17 Funding without the underlying agreement,  
18 credit card agreement?

19 MR. BIANCO: Objection to the  
20 form of the question.

21 You can answer.

22 A. I don't know.

23 Q. So it's just a guess?

24 MR. BIANCO: Objection to the  
25 form of the question.

1 Doreen Vazquez

2 Q. I'm asking from your perspective.

3 A. I don't know.

4 Q. You don't know if there were any  
5 account statements other than the statement  
6 that we looked at, Exhibit --

7 MR. BIANCO: I think it was 9.

8 Q. Rubin & Rothman 9 or MCM 5, that  
9 was a statement, correct?

10 A. Correct.

11 Q. Okay.

12 So aside from that -- so with  
13 respect to your debt, was it sold by Chase to  
14 Midland Funding without an account statement?

15 MR. BIANCO: Objection to the  
16 form of the question.

17 You can answer.

18 A. I don't know.

19 Q. You don't know, so  
20 notwithstanding the fact -- well, okay, you  
21 have seen RR 9, you have seen MCM 5. Feel  
22 free, if you want, to look at it. I'm asking  
23 you that -- you are looking at that and I want  
24 to know why you still question the fact that  
25 there is a statement, I'm curious?

1 Doreen Vazquez

2 MR. BIANCO: Objection to the  
3 form of the question.

4 You can answer.

5 A. I don't know when they got that  
6 statement.

7 Q. So you are not sure whether they  
8 got it after the judgment or whether it was  
9 available before they filed the collection  
10 action; is that your issue?

11 A. Yes.

12 Q. And if, in fact, they had --  
13 let's say they had it before the lawsuit  
14 was -- the collection action was filed against  
15 you, then they would have had that statement;  
16 is that a fair assessment?

17 MR. BIANCO: Objection to the  
18 form of the question.

19 You can answer.

20 A. I would think so.

21 Q. When you talk about customer  
22 service records, do you know what that means?

23 A. No.

24 Q. Okay.

25 So if Chase had provided -- if

1 Doreen Vazquez

2 Chase had provided information, let's say that  
3 and this is -- well, let's go to the next part  
4 where it says -- I will come back. It says,  
5 "Customer dispute records," did you ever  
6 dispute this debt with Chase?

7 A. No.

8 Q. Did you ever dispute this with  
9 Midland Funding?

10 A. No.

11 Q. Did you ever dispute it with  
12 Midland Credit Management?

13 A. No.

14 Q. Did you ever dispute it with  
15 Rubin & Rothman?

16 A. No.

17 Q. So would you expect there would  
18 be any customer dispute records if you've  
19 never disputed it, the debt?

20 MR. BIANCO: Objection to the  
21 form of the question.

22 For her account?

23 MR. SCHWARTZ: For her account.

24 A. No.

25 MR. BIANCO: Fair enough.

1 Doreen Vazquez

2 Q. Let's move on. I want to turn  
3 back to the first amended complaint, which was  
4 MCM 6. Turn to paragraph 7, please?

5 A. (Witness complying.)

6 Q. The first paragraph of 7, it  
7 says, "Second" -- because I believe we already  
8 went over paragraph 5 earlier.

9 "Even though Midland knows it  
10 cannot actually demonstrate the existence of a  
11 debt, Midland engages in a pattern and  
12 practice of fraudulently filing lawsuits  
13 without evidentiary support of New York State  
14 courts."

15 Do you see that?

16 A. Yes.

17 Q. Did I read that accurately?

18 A. Yes.

19 Q. Again, factually, did you have  
20 any factual basis that supports the claim that  
21 Midland knows it cannot actually demonstrate  
22 the existence of your Chase debt?

23 MR. BIANCO: Objection to the  
24 form of the question.

25 You can answer.



1 Doreen Vazquez

2 A. I don't know.

3 Q. And I want to expand, despite the  
4 documents that you have seen today, the Chase  
5 statement, the Midland Credit Management  
6 letter that tells you of the purchase and  
7 assignment, that has the same account number  
8 as the statement, and those factors  
9 interplayed with respect to your account, it  
10 says here "Midland knows it cannot actually  
11 demonstrate the existence of the debt," with  
12 respect to your debt, do you believe that's an  
13 accurate statement, as we sit here today under  
14 oath?

15 MR. BIANCO: Objection to the  
16 form of the question.

17 You can answer.

18 A. I don't know.

19 Q. Why did you let the default  
20 judgment be entered against you?

21 MR. BIANCO: Objection.

22 Asked and answered.

23 MR. SCHWARTZ: That's not a  
24 proper objection, but you are right,  
25 it's been asked before.

1 Doreen Vazquez

2 debt? In other words, Midland sued you; was  
3 it because you believed that you owed this  
4 debt to Midland and that you couldn't pay it;  
5 was that the reason you didn't show up?

6 MR. BIANCO: Objection to the  
7 form of the question.

8 A. Regardless of who I owed it to, I  
9 don't think I would have showed up.

10 Q. Okay.

11 Turn to paragraph 16, please, of  
12 MCM 6.

13 A. (Witness complying.)

14 Q. Paragraph 16 just says you are a  
15 resident of the State of New York, I'm  
16 assuming that's correct?

17 A. Yes.

18 Q. Okay.

19 And at all times relevant in this  
20 case you resided in Nesconset, New York; is  
21 that correct?

22 A. Yes.

23 Q. I wanted to cover that.

24 That's fine.

25 You lived at the 123 Browns Road

1 Doreen Vazquez

2 address continuously from 2010 to the present,  
3 correct?

4 A. Yes.

5 Q. So there was never a time that  
6 you were on extended leave from that address?

7 A. No.

8 Q. That's where you would receive  
9 mail?

10 A. Yes.

11 Q. As a Suffolk County probation  
12 officer, and that was your job throughout this  
13 entire time period?

14 A. Probation assistant.

15 Q. What was your work schedule like;  
16 did you work on weekends, what were your  
17 average times?

18 A. I worked Monday through Friday.

19 Q. Is that a 9:00 to 5:00 job or is  
20 it --

21 A. It varies. 8:00 to 4:00, 9:00 to  
22 5:00, it fluctuates.

23 Q. Do you do any work on the  
24 weekends?

25 A. No.

1 Doreen Vazquez

2 Q. And that also goes through your  
3 board of electors?

4 A. Boards of elections.

5 Q. Board of Elections job. Was that  
6 a weekend job or was that --

7 A. No.

8 Q. That was during the week as well?

9 A. Yes.

10 Q. I want to turn to paragraph 30  
11 real fast.

12 A. (Witness reviewing.)

13 Q. I'm sorry, I am misreading it.  
14 Paragraph -- bear with me one  
15 second.

16 Okay.

17 In paragraph 38 -- let me know  
18 when you are there?

19 A. 38?

20 Q. 38, I'm sorry.

21 A. (Witness reviewing.)

22 Q. Of MCM 6, the first amended  
23 complaint. Let me know when you are there.

24 A. Okay.

25 Q. At the very bottom it says, "Some

1 Doreen Vazquez  
2 alleged debtors pay Midland just to avoid  
3 false reports to credit bureaus or to  
4 otherwise avoid harassment or the legal  
5 process."

6 Are you alleging with respect to  
7 your own case that Midland engaged in filing  
8 false reports to your credit?

9 MR. BIANCO: Objection to the  
10 form of the question.

11 A. I don't know. I haven't checked  
12 my credit report.

13 Q. From the time that the original  
14 lawsuit was filed, let's say in the past  
15 almost two years, you haven't checked your  
16 credit report?

17 A. I have not.

18 Q. Okay.

19 Have you applied for a loan  
20 during that period of time?

21 A. No.

22 Q. Have you applied for a credit  
23 card during that period of time?

24 A. No.

25 Q. Any kind of extension of credit,

1 Doreen Vazquez

2 if you know what I mean?

3 A. No.

4 Q. Now, as far as the other aspects  
5 here where they talk about some alleged  
6 debtors, and I will skip alleged debtors,  
7 because I think you conceded that you owe the  
8 Chase debt, correct?

9 A. Yes.

10 Q. So it says here "Some debtors pay  
11 Midland to avoid harassment."

12 Is that a fair reading, at least  
13 a fair paraphrasing of the second part of that  
14 statement in 38?

15 I am trying to break it down.

16 A. Um-hum, yes.

17 Q. Do you recall ever being harassed  
18 by Midland Funding?

19 MR. BIANCO: Objection to the  
20 form of the question.

21 You can answer again.

22 A. There were multiple calls,  
23 messages left on my machine.

24 Q. So let's really hone in on that.  
25 Let me preface it by saying that

1 Doreen Vazquez

2 correct?

3 A. Yes.

4 Q. If you were going to talk about a  
5 threat, that would be kind of what you are  
6 talking about?

7 MR. BIANCO: Objection to the  
8 form of the question.

9 You can answer.

10 Q. Again, this is as a class  
11 representative.

12 A. I referred to an attorney. You  
13 think lawsuit...

14 Q. In fact, in your situation you  
15 were sued by a law firm, correct?

16 A. Yes.

17 Q. And you were served the Summons  
18 and Complaint, correct?

19 A. Yes.

20 Q. And you failed to appear, even  
21 though -- and that Summons and Complaint  
22 provided you with a date when you had to file  
23 an answer; is that accurate?

24 A. Yes.

25 Q. And you didn't file an answer; is

1 Doreen Vazquez

2 that accurate?

3 A. Yes.

4 Q. A judgment was entered against  
5 you; is that accurate?

6 A. Yes.

7 Q. You didn't appeal it?

8 A. Yes.

9 Q. As a result, your wages were  
10 garnished?

11 A. Yes.

12 Q. Turn back to MCM 4, which was the  
13 10/30/2010 letter from Midland Credit  
14 Management.

15 A. (Witness reviewing.)

16 Q. You know what, never mind --  
17 well, take a look at it. Let's do it.

18 Now, is there a second page --  
19 there is a second page to it, I believe,  
20 right; is that correct?

21 A. (Witness reviewing.)

22 Q. Now, here it says -- it says  
23 here, "Unless you notify MCM within 30 days  
24 after receiving this notice that you dispute  
25 the validity of this debt or any portion



1 Doreen Vazquez  
2 thereof, MCM will assume this debt to be  
3 valid."

4 Did you understand that you could  
5 dispute your debt with Midland Credit  
6 Management?

7 MR. BIANCO: Objection to the  
8 form of the question.

9 Do you have a time frame for  
10 that?

11 You are referencing a letter she  
12 said she may not have received.

13 MR. SCHWARTZ: I understand.  
14 That's a problem. I am trying to make  
15 sure that to the extent it was mailed  
16 out to her address that it does have the  
17 proper 1692g notifications.

18 MR. BIANCO: You can also ask at  
19 any time throughout the course of this,  
20 did she understand she can dispute.

21 MR. SCHWARTZ: I am going to.  
22 That was the next question.

23 Q. Do you see that? Were you  
24 aware -- again, we are going to say the  
25 question: Were you aware at any time that you

1 Doreen Vazquez  
2 could call up Midland Credit Management and  
3 say I dispute this debt?

4 A. Yes.

5 Q. But you never did?

6 A. No.

7 Q. Was that because there was  
8 nothing to dispute?

9 MR. BIANCO: Objection to the  
10 form of the question.

11 A. I never denied that I owed the  
12 original debt.

13 Q. Okay.

14 And that there was nothing about  
15 the amount being accurate or anything like  
16 that, you never questioned that?

17 A. Right.

18 Q. We are going to jump -- there was  
19 a lot of stuff that was covered in your  
20 previous questions.

21 MR. SCHWARTZ: This is MCM 8.

22 (MCM Exhibit 8, Mastercard and Visa  
23 Cardmember Agreement, marked for  
24 identification.)

25 Q. You said you don't recall when

1 Doreen Vazquez

2 you opened your credit card account with  
3 Chase?

4 A. True.

5 Q. Could you even break it down  
6 to -- if Chase represented that your account  
7 was opened June 21st of 2000, would that seem  
8 like it could be the time when your account  
9 was opened or was that --

10 A. It's possible.

11 Q. Is there anything -- does that  
12 date stand out for any reason at all?

13 A. No, it doesn't stand out.

14 Q. Showing you what's been marked  
15 MCM 8, which is a Chase terms and conditions,  
16 it's -- it says Mastercard and Visa Cardmember  
17 Agreement. I just want you to look through  
18 it.

19 A. (Witness reviewing.)

20 MR. BIANCO: Generally?

21 MR. SCHWARTZ: Just generally.

22 I want to ask her the next  
23 question.

24 Q. Do you have any recollection of  
25 ever receiving this agreement? But look

1 Doreen Vazquez

2 through it first. I want to make sure you  
3 look through it. Maybe it will jar something.

4 A. (Witness reviewing.)  
5 It doesn't look unusual, looks pretty standard.

6 Q. The question is: Do you have a  
7 recollection, as we sit here today, whether  
8 you've received a copy of those terms and  
9 conditions for your Chase credit card?

10 A. I have no recollection.

11 Q. Okay.

12 Do you recall receiving any terms  
13 and conditions, any agreement from Chase when  
14 you opened your credit card?

15 MR. BIANCO: Objection to the  
16 form of the question.

17 Just in or around June of 2000?

18 MR. SCHWARTZ: In or around June  
19 of 2000.

20 Q. Ignore the jotting on there, it's  
21 not part of the document.

22 I just want to make sure. If you  
23 don't have a recollection, that's fine.

24 A. I don't recall, no.

25 Q. That's fine.

1 Doreen Vazquez  
2 right now I'm only asking about you, nothing  
3 your attorneys did. So that was 29 and you  
4 object to this request.

5 You have not had sufficient  
6 opportunity to complete your investigation and  
7 discovery. "Subject to and without waiving  
8 her general and specific objections, plaintiff  
9 states deny."

10 So you are denying -- what you  
11 are saying is you have some evidence that  
12 Rubin & Rothman lacked a reasonable basis to  
13 file the lawsuit against you; is that correct?

14 MR. BIANCO: Objection to the  
15 form of the question.

16 You can answer.

17 Q. I'm trying to figure out what  
18 evidence --

19 MR. BIANCO: Can you ask it that  
20 way? It will be clearer.

21 MR. SCHWARTZ: I think it would.

22 Q. What evidence do you have, do you  
23 have, I'm asking you facts, not law, that  
24 shows that Rubin & Rothman didn't have a  
25 reasonable basis to file the lawsuit against

1 Doreen Vazquez

2 you?

3 MR. BIANCO: No objection.

4 A. I don't know.

5 Q. We are going to go to 30.

6 Your request for admission number  
7 30, it says -- we'll do -- it seems to be  
8 "Admit you have no evidence that Midland  
9 Funding furnished false information concerning  
10 your Chase account to any credit reporting  
11 agency."

12 Then you denied that.

13 A. Um-hum.

14 Q. To the best of your knowledge,  
15 you've testified earlier you haven't even  
16 looked at a credit report; is that correct?

17 A. That's correct.

18 Q. So do you understand why you  
19 denied that response to request for  
20 admissions?

21 A. (No response.)

22 Q. By "you," I mean you, not your  
23 attorney; do you have any idea?

24 That's a yes or no.

25 A. No. Sorry.

1 Doreen Vazquez

2 MR. BIANCO: Objection to the  
3 form of the question.

4 Q. What does it cost you -- what has  
5 it cost you?

6 A. To?

7 Q. Well, you have testified earlier  
8 that you owed a debt, that judgment was  
9 entered against you, correct?

10 A. Um-hum.

11 Q. As a result of that judgment, you  
12 didn't oppose or appeal, you were garnished.  
13 Aside from all of that garnishment, paying  
14 back the debt that you owe, is there any  
15 damage that you have incurred as a result of  
16 the conduct of Midland Funding?

17 MR. BIANCO: Objection to the  
18 form of the question.

19 A. I don't know.

20 Q. What about Midland Credit  
21 Management?

22 A. I don't know.

23 Q. Make sure I understand, so as we  
24 sit here today, you have -- you are unable to  
25 articulate any out-of-pocket loss that you

1 Doreen Vazquez  
2 have incurred as a result of the conduct of  
3 either Midland Funding or Midland Credit  
4 Management; is that correct?

5 A. Yes.

6 MR. BIANCO: Objection to the  
7 form of the question.

8 You can answer.

9 Q. Response to Interrogatories.

10 MR. SCHWARTZ: Let's get this  
11 marked as 10.

12 (MCM Exhibit 10, Responses and  
13 Objections to Midland Funding, LLC's First  
14 Set of Interrogatories Directed to  
15 Plaintiff Doreen Vazquez, marked for  
16 identification.)

17 Q. I'm handing Ms. Vazquez what's  
18 been marked MCM 10, which is her responses to  
19 Midland Funding interrogatories.

20 Have you seen these before?

21 A. I believe I have, yes.

22 Q. And do you recall providing  
23 information to respond to these  
24 interrogatories to your attorney?

25 A. Yes.



1 Doreen Vazquez

2 Q. I would like to turn your  
3 attention to interrogatory -- your response to  
4 interrogatories 3 and 4.

5 A. (Witness reviewing.)

6 Q. It's page six, I'm sorry.

7 A. (Witness reviewing.)

8 Okay.

9 Q. In your response, interrogatory  
10 number 3 requests, "Describe each and every  
11 communication between you and Midland Credit  
12 Management, Inc. during the relevant time  
13 period, including whether such communication  
14 was in writing or by telephone."

15 As we sit here today, and I  
16 believe you testified you've seen the October  
17 30, 2010 letter, but again, you don't have any  
18 recollection of receiving that letter?

19 A. Right.

20 Q. Do you have a recollection of  
21 receiving any letter from Midland Credit  
22 Management?

23 A. Yes. Specifically what, though,  
24 I don't recall.

25 Q. Do you believe it was more than

1 Doreen Vazquez

2 one?

3 A. Yes.

4 Q. Would you say it was more than  
5 three?

6 A. Possibly.

7 Q. Five?

8 A. Maybe.

9 Q. A hundred?

10 A. I don't think that many, but...

11 Q. So if you were to give me an  
12 estimate -- I will ask for an estimate on this  
13 one. How many do you think you received from  
14 Midland Credit Management with respect to this  
15 account?

16 A. I couldn't say exactly.

17 Q. Okay.

18 And do you have any recollection  
19 of having any telephone conversations with  
20 Midland Credit Management?

21 A. No conversations, no.

22 Q. But you do recall receiving  
23 telephone calls from Midland Credit  
24 Management?

25 A. There were messages, yes.

1 Doreen Vazquez

2 Q. You didn't preserve any of those  
3 messages?

4 A. No.

5 Q. And those messages, they were  
6 made to telephone number ending in, is it  
7 9587?

8 A. Yes.

9 Q. Okay.  
10 Was that the only phone number  
11 that -- the only phone number you recall  
12 receiving messages from Midland Credit  
13 Management?

14 A. Yes.

15 Q. Do you have any recollection of  
16 what those messages said to you? In other  
17 words, what message did Midland Credit  
18 Management leave for you?

19 A. Just that it was regarding a  
20 debt.

21 Q. Did they provide a call back  
22 number?

23 A. Probably.

24 Q. Did you call back?

25 A. I did not.

1 Doreen Vazquez

2 Q. Why?

3 MR. BIANCO: Objection to the  
4 form of the question.

5 Q. Why didn't you call back?

6 A. Didn't want to face it, afraid,  
7 you know.

8 Q. At the time you were getting  
9 these phone calls from Midland Credit  
10 Management, were you receiving calls from  
11 other debt collectors?

12 A. I don't believe so, no.

13 Q. Had you received calls from other  
14 debt collectors prior to receiving the Midland  
15 Credit Management calls?

16 A. I don't remember. I don't think  
17 so.

18 Q. Let me ask you this: When you  
19 ceased -- before your Chase account was  
20 charged -- was charged off, when they stopped  
21 it in -- I guess it -- again, prior to May 31,  
22 2009, you said you were making payments; do  
23 you know when you stopped making payments on  
24 your Chase credit card?

25 A. Exactly when, I don't remember.

1 Doreen Vazquez

2 MR. BIANCO: Objection to the  
3 form of the question.

4 You can answer.

5 A. I don't know.

6 Q. When I use the letters FDCPA, do  
7 you know what that means?

8 A. No.

9 Q. Have you ever heard of the term  
10 FDCPA, letters FDCPA?

11 A. No, not to my recollection.

12 Q. If I say Fair Debt Collection  
13 Practices Act, would that refresh your  
14 recollection or no?

15 A. No.

16 Q. I'm sorry?

17 A. No.

18 Q. Let me ask you: In interrogatory  
19 numbers 22 and 23, page 12, we asked that you  
20 identify all actual damages that you claim  
21 you've incurred as a result of the conduct of  
22 Midland Funding and all facts substantiating  
23 your claims for actual damages as alleged in  
24 your -- in the prayer for relief in the  
25 complaint. I changed it around a little bit

1 Doreen Vazquez

2 yes.

3 Q. Okay.

4 And we've asked, I think  
5 throughout this deposition, your factual basis  
6 for that claim; how do you know that they did  
7 not have sufficient documents to file the  
8 lawsuit against you to recover on the debt  
9 that you owe?

10 MR. BIANCO: Objection to the  
11 form of the question.

12 You can answer.

13 A. I was never provided with any  
14 proof, any papers showing that they had the  
15 authority to take it over.

16 Q. Okay.

17 You also, just to make sure,  
18 again, you were served with the Summons and  
19 Complaint and you never responded to it?

20 A. Correct.

21 Q. Where do you think that  
22 obligation, provide you with these documents,  
23 where do you think that arises from, when  
24 should that have happened?

25 MR. BIANCO: Objection to the

1 Doreen Vazquez

2 form of the question.

3 You can answer.

4 Q. No, go ahead. I'm sorry.

5 A. Possibly something to be attached  
6 to the paperwork that they are sending me  
7 showing that they got the proper documentation  
8 at that time.

9 Q. Okay.

10 So you are -- make sure I  
11 understand it. What you are saying is when  
12 they served the Summons and Complaint on you,  
13 there should have been documents sufficient to  
14 establish that you were obligated to pay the  
15 debt?

16 A. Correct.

17 Q. But a court entered a judgment  
18 against you; do you understand that?

19 A. Yes.

20 Q. They found it sufficient, didn't  
21 they?

22 MR. BIANCO: Objection to the  
23 form of the question.

24 A. I am not the court. I don't know  
25 what they found sufficient.